



DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY FORCES COMMAND
1777 HARDEE AVENUE SW
FORT MCPHERSON GEORGIA 30330-1062

REPLY TO
ATTENTION OF
AFLG-PR

13 April 1998

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: FORSCOM NAF Contracting Information Letter (CIL) 98-5,
Model Amusement, Music, or Vending Machine Contract

1. Attached (enclosure 1) is an agreement to acquire amusement, music, or vending, machine service drafted by the Contracting Directorate of Community and Family Support Center (CFSC). Most installations are still using the amusement/vending/music solicitation drafted by this office and have added applicable clauses (e.g., Privacy Act Statement). Either document may be used. Neither document is mandatory.
2. CFSC discourages additional terms or conditions but does not prohibit these from being added. Therefore, if your situation requires additional terms or conditions a waiver is not required to add them.
3. The following is provided as clarification to enclosure 1:
 - a. Article I, paragraph 5 appears to conflict with Article II, paragraph 7 and Exhibit A, paragraph 2. Article I, paragraph 5 required the NAFI to be responsible for cost of repairs due to vandalism or abuse by other than the contractor or its agent. Article II, paragraph 7 requires the contractor to pay for operating expenses not expressly undertaken by the NAFI in Article I, paragraph 2, including but not limited to replacement parts, tools, labor necessary to maintain machines in good working order. Exhibit A, paragraph 2 requires the contractor to make "all repairs" at his expense. Previous solicitations have required contractors to report vandalism or abuse so it could be turned over to the local on-post authorities for investigation and resolution. Industry abides by the language in the contract as far as liability is concerned. This headquarters recommends deleting the language in Article I, paragraph 5, which requires the NAFI to be responsible for vandalism and abuse.

AFLG-PR

SUBJECT: Model Amusement, Music, or Vending Machine Contract

b. Article IV, paragraph 6, Hours of Operation, might not apply unless there is an on-post restriction, or power restriction. In most cases, the contractor, as well as the NAFI want as much activity on the machines as they can get. The more activity, the more revenue generated. If your machines are placed in a game room, hours of operation might then apply.

c. Delete the word "secure" in Article IV, paragraph 6 and Exhibit A, paragraph 2. It is not reasonable to require the contractor to secure an area he has no control over.

d. The cover letter discourages modification of the agreement except to for the statement of work, but Article IV, paragraph 8, encourages modification to paragraph 8 to "include a comprehensive list of those promotional activities in which the concessionaire has agreed to engage.

e. If this agreement is used, add or change (as appropriate) to the first sentence, second line, of Article IV, paragraph 17, "vending/music" after the word "amusement". The quality standards should also apply to vending and music machines. The change should also be made to the second sentence, third line and to Exhibit A, paragraph 3, second line.

4. Questions concerning this draft agreement should be addressed to Ms. B. Good Miller, DSN 367-6224 or e-mail: goodmilb@forscom.army.mil.

Encl
as



CHARLES J. GUTA

Colonel, AC

Chief, Contracting Division, DCSL&R
Principal Assistant Responsible
for Contracting

DISTRIBUTION:

COMMANDERS,

III CORPS & FT HOOD, ATTN: AFZF-PA-ASD//AFZF-DOC

XVIII ABN CORPS & FT BRAGG, ATTN: AFZA-DCA-SP//AFZA-DC

AFLG-PR

SUBJECT: Model Amusement, Music, or Vending Machine Contract

Distribution continued...

FT RILEY, ATTN: AFZN-DOC-NAF//AFZN-PA

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NTC & FT IRWIN, ATTN: ATZJ-PAR-N//AFZJ-DC

FT INDIANTOWN GAP, ATTN: AFZS-FIG-DOC-NAF//AFZS-FIG-PA

ARMY ATLANTA CONTRACTING CENTER, ATTN: AFLG-PRC



REPLY TO
ATTENTION OF
CFSC-NCP (215-4r)

DEPARTMENT OF THE ARMY
US ARMY COMMUNITY AND FAMILY SUPPORT CENTER
4700 KING STREET
ALEXANDRIA VA 22302-44

MAR 20 1998

13 MAR 1998

MEMORANDUM FOR: SEE DISTRIBUTION

Subject: Model Amusement, Music, or Vending Machine Contract

1. Enclosed for installation use when amusement machines, music machines, or vending machines are required; please note that it does not pertain to entertainment contracts, which are covered separately.
2. Except for the need to prepare a Statement of Work, the document is intended to stand alone. There is no need to incorporate additional terms or conditions, and such modifications are furthermore discouraged.
3. Questions concerning this transmittal may be directed to Dr. Carol Bisbee, Procurement Analyst, NAF Contracting, Policy Division, either by telephone, at (703) 681-5297, or via telefacsimile, at (703) 681-5363.

1 encl


JOHN C. McLAUGHLIN
Director, NAF Contracting

DISTRIBUTION:

COMMANDER IN CHIEF

U.S. ARMY EUROPE AND SEVENTH ARMY, ATTN: AEAGA-G

U.S. ARMY EUROPE AND SEVENTH ARMY, ATTN: AEAGA-GF

COMMANDER

EIGHTH U.S. ARMY, ATTN EAGA

U.S. FORCES COMMAND, ATTN: AFPI-MWR

U.S. FORCES COMMAND, ATTN: AFLG-PR

U.S. MATERIEL COMMAND, ATTN: AMCPE-FM

U.S. ARMY MEDICAL COMMAND, ATTN: MCPE-H

U.S. ARMY MILITARY DISTRICT OF WASHINGTON, ATTN:ANPE

U.S. ARMY PACIFIC, ATTN: APPE-CFA

U.S. ARMY TRAINING AND DOCTRINE COMMAND. ATTN: ATBO-F

U.S. ARMY COMMUNITY AND FAMILY SUPPORT CENTER, ATTN: CFSC-HS

U.S. ARMY COMMUNITY AND FAMILY SUPPORT CENTER, ATTN: CFSC-FMA

**U.S. INTELLIGENCE AND SECURITY COMMAND, ATTN: IAPE-HR
CFSC-NCP (215-4r)
Subject: Model Amusement, Music, or Vending Machine Contract**

**DISTRIBUTION: (CONT)
MILITARY TRAFFIC MANAGEMENT COMMAND, ATTN: MTPAL-HR
U.S. ARMY SOUTH, ATTN: SOPR-CFS**

SUPERINTENDENT, U.S. ARMY MILITARY ACADEMY, ATTN: MAPA

**DIRECTOR
DEFENSE LOGISTICS AGENCY, ATTN: CAAPQ
DEFENSE FINANCE ACCOUNTING SERVICE, ATTN: DFAS
PENTAGON ATHLETIC CLUB, ATTN: POAC**

**CF:
NAF CONTRACTING OFFICERS**



United States Army
Morale, Welfare, and Recreation Program
Nonappropriated Fund Instrumentality (NAFI)

AMUSEMENT, MUSIC, OR VENDING MACHINE CONCESSIONAIRE CONTRACT
Contract Number NAF - -H-

This contract, by and between _____ located at _____¹ also called "the NAFI," and _____² residing or having a place of business located at _____³ and doing business under ☐ Taxpayer or ☐ Social Security Identification Number _____⁴ (see Article IV, paragraph 23, *Privacy Act Requirements*, below), also called "the Concessionaire," is for the establishment of a concession providing goods and services on the NAFI property located at _____⁵.

The NAFI described above is an instrumentality of the United States Government. It is acknowledged by both parties that no appropriated funds of the United States of America will become due or be paid to the Concessionaire by reason of this Contract. It is further agreed between the parties as follows:

ARTICLE I. *Rights and Responsibilities of the NAFI*

1. The NAFI grants the Concessionaire permission to furnish, install, operate, and maintain the machines described in *Exhibit A - Statement of Work and Technical Specifications* (hereafter "machines").
2. The NAFI reserves the right to approve or decline at its sole discretion the installation of any machine the Concessionaire proposes to provide, including but not limited to such things as the selection of music played by any Concessionaire juke box or audio equipment; and the installation of video games involving excess violence, or anything otherwise deemed offensive or objectionable by the NAFI.

¹ Insert the name of the NAFI, e.g., Fort Swampy, Installation MWR Fund

² **Insert the name of the Concessionaire.**

³ Insert the Concessionaire's full business or home address, including zip code.

⁴ Check the appropriate box and insert the Concessionaire's SSN or TIN.

Insert the site address at which the machines are to be installed, e.g., Recreation Hall, 1305 Dewey Street, Ft. Swampy, USA.



AMUSEMENT, MUSIC, OR VENDING MACHINE CONCESSIONAIRE CONTRACT
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3. Facilities and Equipment

The NAFI will furnish reasonable space and utility service to the Concessionaire at no cost for the operation of the concession described in the Exhibit A Statement of Work.

(If none, enter "NONE" in this space.)

4. Unacceptable Deliverables

If the Concessionaire furnishes a deliverable that does not comply with the contract terms, the NAFI will notify the Concessionaire within a reasonable time.

5. Notification of Required Repairs

The NAFI will promptly notify the Concessionaire in the event that any repairs to Concessionaire-furnished machines are needed. The Concessionaire will repair the machines within 36 (thirty-six) hours of notification. The Concessionaire will normally service the machines at no cost to the NAFI. If a machine is damaged by vandalism or abuse by other than the contractor or its agents, the NAFI will be responsible for the cost of the repair, upon presentation by the Concessionaire of a documented invoice.

6. Customer Refunds

Customer refunds will be handled in the manner described in Article IV, section 7, *Collection of Receipts*

ARTICLE II. *Rights and Responsibilities of the Concessionaire*

1. Operating Standards.

The Concessionaire will operate and maintain the machines according to the operational standards established by the NAFI in the Statement of Work and Technical Specifications.



AMUSEMENT, MUSIC, OR VENDING MACHINE CONCESSIONAIRE CONTRACT
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2. *Licenses, Permits, and Other Legal Requirements.*

The Concessionaire will at its own expense obtain all necessary permits, and give all required notices; pay all license fees; ensure the concession's compliance with all applicable local, state, and federal laws, ordinances, and regulations; and assume sole responsibility for the payment of all applicable federal, state, and local taxes on property, income, or the transactions related to its operations as prescribed in Article IV, paragraph 6, below.

3. *Compliance with Labor Laws.*

The Concessionaire will comply with all applicable local, state, and federal labor laws and regulations.

4. *Alteration of Physical Structures*

The Concessionaire will not alter the physical structure of the facility provided for the machines described in *Exhibit A* without prior approval of the Contracting Officer.

5. *Conduct of Concession Personnel.*

The Concessionaire will ensure the professional conduct of its employees while they are on NAFI premises.

6. *Indemnification of Loss or Damage to Third Parties*

The Concessionaire will indemnify and hold harmless the NAFI, its successors in interest, and the United States Government from and against any and all claims and demands, actions, debts, liabilities and costs (including attorney's fees), arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property, or to the injury or death of any persons, arising from the acts or failures to act of the Concessionaire or any of its agents or employees while in, upon, or about the military installation in which the concession is located, or while traveling to or departing from same.

7. *Responsibility for Operating Expenses.*

The Concessionaire will pay all operating expenses not expressly undertaken by the NAFI in Article I, paragraph 2, of this contract, including but not limited to the replacement parts, tools, and labor necessary to maintain the machines in good working order.



AMUSEMENT, MUSIC, OR VENDING MACHINE CONCESSIONAIRE CONTRACT
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8. *Audit of Concessionaire Books and Records of Account.*

(a) The NAFI, U.S. Government, or independent third party auditors commissioned by the NAFI to do so will have the right to inspect or audit the books and records of account and the methods of internal control established by the Concessionaire in the operation of its business. Auditors are authorized to conduct scheduled or unannounced spot-checks of machine receipts (via cash count or other appropriate means).

(b) *Examination of Records*

This clause is applicable the amount of the contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Concessionaire agrees that the Contracting Officer or the Contractor's duly authorized representative will have the right to examine and audit the books and records of the Concessionaire directly pertaining to the contract during the period of the contract and until the expiration of three years after the final payment under the contract.

(c) The Concessionaire agrees to include paragraph (b) above in all subcontracts that exceed \$10,000.

Surrender of Concession Premises.

Upon termination of this contract, and within three (3) working days of termination of the contract, the Concessionaire shall remove all concessionaire machines and equipment from the premises, and surrender the premises in good order (normal wear and tear excepted).



AMUSEMENT, MUSIC, OR VENDING MACHINE CONCESSIONAIRE CONTRACT
Contract Number NAF - -H-

ARTICLE III. *Restrictions.*

1. *Agency.*

The Concessionaire will not represent or permit itself to be represented to third parties as an agent or employee of the NAFI, and will refrain from the use of the name of the NAFI.

2. *Authority of the Concessionaire*

The Concessionaire will have no authority to act or represent the NAFI in any matter except as specified in this contract, and will have no right to enter into any contract or commitment in the name of or on behalf of the Fund, or to bind the Fund in any manner whatsoever.

3. *NAFI/Government Property.*

The Concessionaire will not sell or remove any property which is owned by the NAFI or any other part of the United States Government. All NAFI/Government property at the concession site may be periodically inspected and inventoried by the NAFI.

4. *Unauthorized Use of NAFI Premises.*

Neither the Concessionaire nor any of its employees, agents, representatives, or subcontractors will be permitted to utilize NAFI-furnished facilities for any purpose not expressly set forth herein.

5. *Conflicts of Interest (Organizational & Business)*

The Concessionaire will not, during the course of this Agreement, represent any other firm or government agency in a manner that may in any way give rise to a conflict of interest in the Concessionaire's performance of services under this Agreement.



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ARTICLE IV. General

1. *Effective Date*

This Agreement will become effective only upon its execution by both the Concessionaire and the Contracting Officer, and will impose no contractual obligation on the Concessionaire until such time as both parties have executed this Agreement.

2. *Contract Term*

This contract, unless sooner terminated under Article IV, paragraphs 4 or 5 below (Termination for Convenience, Termination for Default), will be valid for _____ from the initial date of installation of machines and commencement of services.

3. *Extension of Term*

At the sole option of the NAFI, this contract may be extended for up to four additional one year periods (or lesser), not to exceed a total term of five (5) years. Such extensions will be accomplished by modification of this contract.

4. *Termination for Convenience*

The Contracting Officer, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the NAFI, in accordance with AR 215-4, Chapter 7, Section IV.

5. *Termination for Default*

This contract may be terminated in whole or in part by either party upon thirty (30) days' notice in writing to the other party.

6. *Hours of Operation*

The concession will be operated between the hours of _____ and _____, on _____ and _____.⁶

⁶ Insert the days of the week on which the concession will be open, e.g. Monday through Friday.



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7. *Maintenance of Concession Facilities*

The Concessionaire will at all times keep the concession area clean, orderly, attractive, secure, safe, and sanitary, consistent with the requirements of the NAFI manager.

8. *Promotion of Amusement Machines*

Subject to negotiation and agreement between the NAFI and the Concessionaire, the Concessionaire shall support periodic promotions of amusement machines by means of such activities as hosting pool tournaments or dart tournaments, providing prizes (e.g., a set of darts and/or a trophy to the winner), or hosting an organization competition for prizes on "top score" for a driving amusement machine. (This list is representative only; the specifics of this paragraph 8 shall be modified prior to the time of award to include a comprehensive list of those promotional activities in which the Concessionaire has agreed to engage.)

9. *Per-Play Pricing*

Prior to commencement of performance under this contract, the Concessionaire shall furnish the Contract Officer with a list of the per-play prices to be charged concession patrons for all games. The price list will indicate the price per play, and be posted conspicuously on the Concession premises. Games shall operate on quarters and/or dollar bills (or tokens, if agreed upon) and shall be as listed in the Exhibit A LIST OF CONCESSIONAIRE EQUIPMENT, STATEMENT OF WORK, and TECHNICAL SPECIFICATIONS.

10. *Taxes*

The Concessionaire is responsible for all federal, state, local, and host country taxes applicable to the concession, and, where required, will collect and remit all such taxes to the appropriate jurisdiction.

11. *Computation of Gross Receipts.*

The computation of concession gross receipts as a basis for payment of the agreed-to percentage to the NAFI will not include any sales taxes collected in



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accordance with paragraph 8 above. The sum so excluded will not exceed the actual taxes payable.

12. *Commission Fee*

(a) *Definition*

For the purposes of this paragraph, "net revenue" shall mean gross receipts less all applicable sales taxes and fees.

- (b) The payment to the NAFI for machines that dispense prizes or merchandise shall be (____% (_____ percent) of net revenue; or) (a flat fee of \$_____). For the purposes of this subparagraph, "net revenue" is defined as gross receipts *less both*: (i) all applicable taxes; and (ii) the dealer-invoiced cost of dispensed prizes or merchandise.

13. *Adjustment of Receipts*

No amount payable to the NAFI (computed as a percentage of the gross receipts of the concession, less actual taxes payable) will be reduced by the amount of any tax or duty from which the Concessionaire is exempt. If such tax or duty is included in the payment to the NAFI, the concession fee will be adjusted commensurately with the amount of the tax or duty. Likewise, if the Concessionaire is for any reason relieved in whole or in part of the obligation to pay tax(es) or dut(ies) after the award of the contract, the amount payable to the NAFI will be corrected by the Concessionaire via written notice to the Contracting Officer as of the date on which the relief takes effect.

14. *Payments*

In accordance with AR 215-1, paragraph 8-1 (Amusement/Vending Machines):

- (a) Cash collections will be made once per week, unless sales are anticipated to be less than fifty dollars (\$50) per machine; for these lower sales, collections may be made twice a month. The NAFI will appoint an impartial observer to sign for cashbox keys and participate in collections. The observer will accompany Concessionaire employees collecting cash from Concessionaire-owned machines.
- (b) DA Form 4083 (Vending or Amusement Machine Collections) will be used to document cash collected, in accordance with DoD 7000.14-R, vol. 13.



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- (c) If the actual cash varies from the meter readings, the Concessionaire and the NAFI observer will check for mechanical malfunction or tampering. If this does not resolve the discrepancy, the Disputes provision of the contract governs.
- (d) Receipts will be divided at the time of collection between the NAFI representative and the Concessionaire, based upon the percentage established in this contract.

15. *Authorized NAFI Receiver*

The individuals authorized to receive payment hereunder on behalf of the NAFI are:

(Primary):

Name

Position or Title

Telephone

(Alternate):

Name

Position or Title

Telephone

16. *Government and Criminal Proceedings*

The Concessionaire warrants that it has never been indicted or convicted for any criminal offenses in any court, or been suspended or debarred in connection with a Government/NAFI contract. The Concessionaire will immediately provide written notice to the NAFI if, at any time during the performance of this contract, it is the subject of any Government/NAFI audit, investigation, administrative or criminal proceeding, or is indicted or convicted in any court because of such offenses.



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17. *Quality Standards*

The Concessionaire shall provide products and services of a quality comparable to that furnished commercially to high-end national chain amusement machine locations, selected so as to promote and maintain customer interest. Concessionaire further agrees to provide state-of -the-art coin operated equipment of the same type and quality as that furnished commercially to high-end national chain amusement machine sites, as established by the industry via the national game rankings published monthly in industry journals and trade magazines such as *Play*, *RePlay*, *Play Meter* and *Star Tech Journal*.

18. *Insurance⁷*

Throughout his or her performance of this contract, the Concessionaire will maintain insurance policies of the following kinds, in amounts sufficient to protect the United States Government and the NAFI executing this Agreement:

- Bodily injury and property damage liability insurance in the amount of \$_____ at minimum.
- Worker's compensation and employers' liability insurance for all concession employees as required by state law.
- Property insurance for bailee property under the Concessionaire's care, custody, or control in the amount of \$_____ at minimum.
- Public liability insurance in the amount of \$_____ at minimum.

19. *Enforcement of the Rights of the NAFI*

Failure of the NAFI to enforce any of its rights under this Agreement will not constitute a waiver of such rights or any other rights under this Agreement.

20. *Privacy Act Requirements*

The following statement conveys the NAFI's intent to protect the privacy of its contractors:

⁷ This clause is not applicable to contracts under \$25,000 unless the notation "(Applicable)" has been inserted above by the Contracting Officer.



AMUSEMENT, MUSIC, OR VENDING MACHINE CONCESSIONAIRE CONTRACT

Contract Number NAF - -H-

PRIVACY ACT STATEMENT

Authority	10 U.S.C. 3013
Principle Purpose	Identification of contractors who contract with the NAFI as individuals
Routine Uses	The information will be used to comply with IRS reporting requirements for certain payments made to individuals. Information furnished may be disclosed to other Federal, State, and Local government agencies in the pursuit of their official duties. It may also be used for other lawful enforcement or litigation. The Social Security Number (SSN) is used for identification of individual records.
Disclosure	Disclosure is voluntary. However, if the information requested below is not provided, the contract will not be executed.

a. *Taxpayer Identification*

(1) Definitions

"Common parent" means that corporate entity that owns or controls an affiliated group of corporations that file their Federal tax returns on a consolidated basis, of which the respondent is a member.

"Corporate status" is the designation of whether or not the respondent is a corporate entity, an unincorporated entity (e.g., a sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)" means the number the corporate or business respondent is required by the IRS to use in reporting income tax and other financial data.

"Social Security Number (SSN)" means the number an individual respondent is required by the IRS to use in reporting income tax and other financial data.

(2) Reporting Requirements

Contractors are required to submit the information requested in paragraphs (c) through (e) below to comply with the reporting requirements of 26 U.S.C. 6041, 6041A, 6050M, and implementation regulations issued by the Internal Revenue Service (IRS). If this contract



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is subject to the reporting requirements described in Army 215-4, paragraph [TBD], the failure or refusal of the respondent to furnish the information may result in a thirty-one percent (31%) reduction of payment otherwise due under this contract.

(3) Taxpayer Identification Number (TIN)

The Concessionaire's TIN is _____.

___ TIN has been applied for.

___ TIN is not required because (check appropriate block below):

- ☐ The Concessionaire is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S., and does not have an office, a place of business, or a fiscal paying agent in the U.S.
- ☐ The Concessionaire is an agency or instrumentality of a foreign government.
- ☐ The Concessionaire is an agency or instrumentality of a U.S. Federal, state, or local government.
- ☐ Other (explain):_____.

(4) Corporate Status

The Concessionaire is:

- ☐ A corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services.
- ☐ A corporate entity other than a corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services.
- ☐ Not a corporate entity.
- ☐ A sole proprietorship.
- ☐ A partnership.
- ☐ A hospital or extended care facility as described in CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).



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(5) Common Parent

The Concessionaire is

☐ not owned or controlled by a common parent as defined in paragraph 1 of this clause;

☐ Owned or controlled by a common parent as defined in paragraph 1 of this clause, as follows:

Name of Common Parent _____

TIN of Common Parent _____

21. *Enforceability*

This Agreement constitutes the entire Agreement between the NAFI and the Concessionaire, and may only be changed or amended by a written notice that is agreed to and executed in writing by both parties.

22. *Severability*

If any provision of this Agreement is declared void or unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect. Likewise, in the event that any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, it will nevertheless remain in full force and effect in all other circumstances.

23. *Assignment*

Neither this Agreement nor any interest therein or claim thereunder will be assigned or transferred by the Concessionaire to any third party or parties without the written consent of the NAFI.

24. *Definition of Contract Terms*

a. *Premises*

The term "premises" as used in this document means the physical location of the NAFI described in the initial paragraph on page 1, and specifically the



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space allocated for use by the Concessionaire at that site for the purposes of this contract.

b. Concession

The term "concession" as used in this document means the physical location of the concession on the NAFI installation, together with its equipment and personnel

c. Concession receipts

The term "concession receipts" as used in this document means the gross, unadjusted revenue derived from patron use of the equipment described in Exhibit A LIST OF CONCESSIONAIRE EQUIPMENT, STATEMENT OF WORK, and TECHNICAL SPECIFICATIONS

d. NAFI

A nonappropriated fund instrumentality of the United States Government supported almost exclusively by non-tax dollars.

e. Machines

As used in this document, the term "machines" refers to all of the items described in paragraph 1 of the Exhibit A LIST OF CONCESSIONAIRE EQUIPMENT, STATEMENT OF WORK, and TECHNICAL SPECIFICATIONS

25. *Entire Agreement*

This contract consists of the following documents, exclusively:

	<u>Page(s)</u>
I. The Schedule (Introduction and Articles I through IV)	1-13
II. Definition of Contract Terms.....	13-14
II. Signature Page.....	15
III. Exhibit A, Statement of Work and Technical Specifications.....	16
V. Exhibit B, Fee Schedule	

26. *Acceptance*

Accepted this ____ day of _____ 19__



AMUSEMENT, MUSIC, OR VENDING MACHINE CONCESSIONAIRE CONTRACT
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For the Concessionaire:

For the NAFI:

Authorized Representative

Contracting Officer

Title

Printed Name

Printed Name



AMUSEMENT, MUSIC, OR VENDING MACHINE CONCESSIONAIRE CONTRACT
Contract Number NAF - -H-

Exhibit A

LIST OF CONCESSIONAIRE EQUIPMENT

STATEMENT OF WORK and TECHNICAL SPECIFICATIONS

1. The Concessionaire, _____, will provide the following goods and supplies, and/or perform the following services as directed and authorized by and for the NAFI:
2. The Concessionaire will maintain the equipment described in paragraph 1 above in good operational order, and to keep it clean, orderly, attractive, secure, and sanitary. All repairs to such equipment will be made at the Concessionaire's expense, at times that do not interfere with the normal operation of the concession. In addition, the Concessionaire will post labels indicating the telephone number of the repair service to be called in the event of an equipment malfunction prominently on each piece of concession equipment.
3. The Concessionaire shall provide bill changers for all locations having five (5) or more amusement machines, and shall be responsible for their maintenance and service, including but not limited to replenishing the supply of coins on a sufficiently regular basis so as to keep the bill changers continuously operational.

Internal Note to Preparer:

The statement of work should encompass all of the major tasks the Concessionaire is expected to perform, in clear and specific language that precludes any potential misunderstanding as to what is and is not expected under the contract. Use the term "will" instead of "may" or "should" (e.g., "in addition to offering completed ceramic statuary and giftware for sale, the Concessionaire will also sell ceramics tools and supplies, and will conduct ceramics classes twice a week for two hours per class"). The terms "may" and "should" indicate that the direction is optional.